

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (the "**Agreement**") is entered into this 20th day of February 2014, by and between RADIO DISNEY GROUP, LLC, a Delaware limited liability company ("**Seller**") and Starboard Media Foundation, Inc., a Wisconsin not-for-profit corporation ("**Buyer**").

WHEREAS, Seller owns radio station WKSH (AM) licensed to Sussex, Wisconsin (Facility ID 87121) (the "**Station**"), which it operates pursuant to licenses issued by the Federal Communications Commission (the "**FCC**").

WHEREAS, Buyer desires to purchase from Seller the Assets (as defined below) used exclusively in the operation of the Station, and to obtain an assignment from Seller of all FCC Licenses and Other Authorizations (as defined below) held in connection with the operation of the Station, and Seller desires to sell such Assets to Buyer and to assign to Buyer all such FCC Licenses and Other Authorizations, all in accordance with and subject to the terms and conditions herein.

WHEREAS, Seller filed with the FCC a Notification of Suspension of Operations/Request for Silent STA, and the Station suspended broadcast operations beginning on September 28, 2013 pursuant thereto.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, Buyer and Seller (each a "**Party**" and together, the "**Parties**") agree as follows:

1. **SALE AND PURCHASE OF ASSETS.**

1.1. **Sale and Purchase of Assets.** Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer, assign, grant and deliver to Buyer, and Buyer, in reliance on the representations, warranties and covenants of Seller, agrees to purchase, acquire and accept from Seller at the Closing (as defined in Section 12.1) to be held on the Closing Date (as defined in Section 12.1), all of Seller's right, title and interest in and to all of the tangible and intangible assets owned by Seller and used or held for use exclusively in connection with the operation of the Station and described below (the "**Assets**"). The Assets shall not include the Excluded Assets as described in Section 1.2. The Assets shall include:

(a) all rights pertaining to or accruing to the benefit of Seller under that certain Tower Site Lease Agreement entered into as of November 15, 2002 between L&L Partnership, as Lessor, and Seller, as successor to ABC, Inc. (the "**Real Property Agreement**"), including all rights under the Real Property Agreement to use the "**Tower Site**" (as defined therein);

(b) all equipment and other tangible personal property used or held for use exclusively in connection with the broadcast operations of the Station, including without limitation transmitting antenna towers, transmitters, broadcast-related transmission equipment and any parts, upgrades or replacements thereof, all and all of Seller's interest (to the extent assignable) in and to all manufacturer's, distributor's or other warranties relating to any of the foregoing, all as set forth on Schedule 1.1(b);

(c) all licenses, permits and other authorizations which have been or will be issued to Seller by the FCC exclusively for the operation of the Station, including any renewals thereof or any pending applications therefor, each as set forth on Schedule 1.1(c) ("FCC Licenses") and, to the extent they are assignable, all other licenses, permits, franchises, authorizations and other similar rights issued by any federal, state or local governmental authority held by Seller exclusively for operation of the Station (collectively, "Other Authorizations");

(d) all engineering and other books, papers, files, correspondence and records pertaining to the Assets described above and the broadcast operations of the Station, including the log books, FCC-required local public inspection and political files, copies of all filings and correspondence with the FCC which are in the possession of Seller, but excluding Seller's corporate and financial records or other records not pertaining to such Assets or the broadcast operations of the Station; and

(e) all goodwill related to the Station.

Except as otherwise provided in this Agreement, the Assets shall include all such Assets existing on the date of this Agreement and all such Assets acquired in the ordinary course of business of the Station between the date of this Agreement and the Closing Date, other than those Assets consumed in the ordinary course of business. The Assets to be sold hereunder shall be transferred to Buyer at the Closing free and clear of all liens, claims, security interests, encumbrances and liabilities ("Encumbrances") other than the Permitted Encumbrances (as defined in Section 3.6).

1.2. **Excluded Assets.** The Assets shall not include the following (the "Excluded Assets"):

(a) any and all cash, bank deposits, cash deposits, cash equivalents, deposits to secure contract obligations, marketable securities held by Seller in respect of the Station and all accounts receivable arising from Seller's operation of the Station;

(b) all prepaid expenses (except to the extent that Seller receives a credit therefor under Section 13, in which event the prepaid expense shall be included as part of the Assets);

(c) all rights under any contracts, agreements or arrangements, except with respect to the Real Property Agreement (as defined in Section 9);

(d) Seller's corporate and financial records and other records not pertaining to the Assets or the Station's broadcast operations;

(e) the right to use any of Seller's and any of its affiliates' names, trademarks, copyrights and other intellectual property;

(f) All claims and rights of action relating to Seller's operation of the Station;

(g) All equipment, supplies and other tangible personal property that is located on the Tower Site and not used in the Station's broadcast operations unless listed on Schedule 1.1(b), including any motor vehicles;

(h) All equipment, supplies and other tangible personal property located at the Station's studio and offices at W233 N3251 Shady Lane, Pewaukee, WI; and

(i) All assets listed on Schedule 1.2.

2. **PURCHASE PRICE; METHOD OF PAYMENT; ASSUMPTION OF LIABILITIES**

2.1. **Purchase Price.** In consideration of the sale and transfer of the Assets, Buyer agrees to pay to Seller at the Closing and Seller agrees to accept from Buyer the sum of Seven Hundred Twenty-Five Thousand Dollars (\$725,000.00) (the "**Purchase Price**") to be paid by Buyer at the Closing by a wire transfer of funds to a bank account designated by Seller. The Purchase Price shall be adjusted by the net amount of the adjustments, if any, provided for in Section 13.

2.2. **Escrow Deposit.** Concurrently with the execution and delivery of this Agreement, Buyer, Seller and William B. Schutz, as Escrow Agent (the "**Escrow Agent**") have entered into an Escrow Agreement (the "**Escrow Agreement**") pursuant to which Buyer shall transfer Thirty-Six Thousand Two Hundred Fifty Dollars (36,250.00) (the "**Escrow Deposit**") to the Escrow Agent within two (2) business days as a deposit on the amount of the Purchase Price. Such amounts held in escrow shall be applied as set forth herein and in the Escrow Agreement. At the Closing, the Escrow Deposit shall be applied to the Purchase Price to be paid to Seller, and any accrued interest (less any bank fees imposed on the Escrow Agent) shall be paid to Buyer. As more fully described in Section 6.2(b) and the Escrow Agreement, (a) if this Agreement is terminated pursuant to Section 6.1(f), then Seller shall be entitled to the Escrow Deposit plus any accrued interest; and (b) if this Agreement is terminated pursuant to any provision other than Section 6.1(f), Buyer shall be entitled to receive the Escrow Deposit plus any accrued interest, in each case pursuant and subject to the terms of the Escrow Agreement.

2.3. **Assumed Liabilities.** At the Closing, Buyer shall assume all liabilities and obligations of Seller to be performed on or after the Closing Date under the Real Property Agreement (the "**Assumed Liabilities**"). Except for the Assumed Liabilities, Buyer shall not and does not assume any liability or obligation of Seller, fixed or contingent, disclosed or undisclosed, including without limitation, lease or contractual obligations, employment contracts

or commitments, obligations to employ any employee of Seller or for pensions, severance or other employee benefit plans, programs or practices, tax liabilities, unfulfilled barter liabilities or trade agreements, and any other claims against Seller of any kind or nature.

2.4. **Allocation of Purchase Price.** The Purchase Price shall be allocated among the Assets as provided on Schedule 2.4 (the "Allocation"). Buyer and Seller agree to act in accordance with the Allocation in the preparation and filing of their respective IRS Form 8594's and all tax returns and in the course of any related tax audit, appeal or litigation. In the event the Purchase Price shall be adjusted pursuant to this Agreement, the Allocation shall be modified on such basis as Buyer and Seller agree to reflect in such adjustment.

3. **REPRESENTATIONS AND WARRANTIES BY SELLER.** Except as set forth on Schedule 3, Seller represents and warrants to Buyer as follows:

3.1. **Organization and Standing.** Seller is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware, and is duly qualified to do business as a foreign entity and in good standing in Wisconsin. Seller has the requisite power and authority to own, lease and operate the Assets, to carry on its business with regard to the Station as now conducted, and to enter into and perform the terms of this Agreement and the agreements and instruments called for hereunder (the "Collateral Agreements") and to consummate the transactions contemplated by this Agreement and the Collateral Agreements.

3.2. **Authorization.** The execution and delivery by Seller of this Agreement and of the Collateral Agreements, and the consummation of the transactions contemplated by this Agreement and the Collateral Agreements, have been duly and validly authorized by all necessary action on the part of Seller. This Agreement constitutes, and upon their execution and delivery by Seller the Collateral Agreements will constitute, valid and binding agreements and obligations of Seller, enforceable against Seller in accordance with their respective terms, except as the enforceability hereof may be affected by bankruptcy, insolvency or similar laws affecting creditors' rights generally or court applied equitable remedies.

3.3. **No Conflict or Breach; Third Party Consents.** The execution and delivery of this Agreement and the Collateral Agreements, the fulfillment of and the compliance with the respective terms and provisions of this Agreement and the Collateral Agreements, and the consummation of the transactions described in this Agreement and the Collateral Agreements, will not: (i) conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of Seller's Certificate of Formation or limited liability company operating agreement; (ii) conflict with or constitute a violation of (with or without the giving of notice or the lapse of time or both) any law, ordinance, regulation, order, award, judgment, injunction or decree of any legislative body, court, governmental or regulatory authority or arbitrator which is applicable or relates to Seller or the Assets; or (iii) in any material respect, (A) violate or conflict with, (B) constitute a default under, (C) result in a breach, acceleration or termination of any provision of, (D) require the consent of any third party under other than the Lessor Consent described in Section 7.2(e), or (E) result in the creation of any Encumbrance upon any of the Assets pursuant to any contract, agreement, commitment,

indenture, or other instrument or obligation to which Seller is a party or by which Seller is bound or to which any of the Assets may be subject.

3.4. **Governmental Consents.** Except for the consent of the FCC to the assignment of the FCC Licenses (the "FCC Consent"), neither the execution and delivery of this Agreement by Seller nor the consummation by Seller of the transactions contemplated hereby, nor compliance by Seller with any provisions of this Agreement or the Collateral Agreements will require any filing with, or the obtaining of any permit, authorization, consent or approval of, any governmental or regulatory authority by Seller.

3.5. **Litigation; Compliance with Law.** Except for proceedings related to the FCC Application (as defined in Section 5) and those generally applicable to the broadcast industry, there is no action, suit, investigation, claim, arbitration, proceeding or litigation pending or, to the knowledge of Seller, threatened against or involving the Assets or the operations of the Station, at law or in equity, or before or by any court, arbitrator or governmental authority. Seller has not operated the Station under or subject to any order, judgment, decree or injunction of any court, arbitrator or governmental authority. To the knowledge of Seller, Seller has complied in all material respects and is in compliance in all material respects with all laws, ordinances and regulations applicable to the Assets and to the business of Seller regarding the Station, other than with respect to the Tower Site and Environmental Laws, which are addressed in Sections 3.10 and 3.11.

3.6. **Title to Assets.** Seller has good and valid title to all of the Assets free and clear of all Encumbrances, except for the following ("Permitted Encumbrances"): (a) mechanics, materialmen's and similar liens with respect to any amount not yet due or payable or which are being contested in good faith through appropriate proceedings, and for which in any case Buyer receives a credit pursuant to Section 13; and (b) liens for taxes not yet due and payable or which are being contested in good faith through appropriate proceedings, and for which in any case Buyer receives a credit pursuant to Section 13.

3.7. **Condition of Tangible Assets.** The equipment listed on Schedule 1.1(b) is in good operating condition and repair, ordinary wear and tear excepted, taking into account age and normal usage.

3.8. **FCC Licenses and Operation of the Station.** Schedule 1.1(c) contains a true and complete list of all FCC Licenses and material Other Authorizations and any pending applications for any FCC Licenses or Other Authorizations. The FCC Licenses and Other Authorizations set forth on Schedule 1.1(c) are valid and in full force and effect and there are no orders, or to Seller's knowledge no complaints, proceedings or investigations pending or threatened, which could result in the revocation, suspension or limitation of the FCC Licenses or Other Authorizations, nor is there to Seller's knowledge, any existing state of facts which could reasonably be expected to serve as the basis therefor under laws and regulations in effect on the Closing Date. To Seller's knowledge, the FCC Licenses and Other Authorizations set forth on Schedule 1.1(c) comprise all of the federal, state, local or municipal governmental authorizations needed for the lawful conduct of the Station's business as conducted prior to September 28, 2013. Except as set forth on Schedule 1.1(c), the FCC Licenses and Other Authorizations are not

subject to any restrictions or conditions that would limit the operations of the Station as presently conducted. The FCC Licenses expire on the dates set forth on Schedule 1.1(c), and Seller has no reason to believe that, should Seller continue to hold the FCC Licenses, any of them would not be renewed or has any knowledge that any person or entity intends to oppose any such renewal. To Seller's knowledge, there are not any unsatisfied or otherwise outstanding citations issued by the FCC with respect to the Station or its operation. If the Station resumed broadcasting, the Station would operate in accordance with the terms and conditions of the FCC Licenses and the FCC's rules and regulations applicable to it, except to the extent a failure to so comply would not cause a material adverse effect to the Station's operations.

3.9. **Reports and Records.** All material returns, reports and statements relating to the Station currently required to be filed by Seller with the FCC, and any material returns, reports and statements relating to the Station currently required to be filed by Seller with any other governmental instrumentality have been, or prior to the Closing Date shall be, filed and complied with in all material respects and are true, correct and complete in all material respects, and true, correct and complete copies thereof have been made available for inspection by Buyer. All material items required by the FCC to be placed in the local public inspection file of the Station have been placed in such files and are in the possession or control of Seller, and all such items are true, correct, and complete in all material respects.

3.10. **Real Property Agreement.**

(a) The Real Property Agreement is a legal, valid and binding obligation of the parties thereto, enforceable in accordance with its terms and in full force and effect, except as the enforceability thereof may be affected by bankruptcy, insolvency or similar laws affecting generally creditors' rights or by court applied equitable remedies. There are no material defaults by Seller under the Real Property Agreement, and no circumstances or events have occurred which, with notice or the lapse of time, could be reasonably expected to constitute a material default by Seller under it. Seller has provided Buyer with a true and complete copy of the Real Property Agreement, including all amendments thereto.

(b) The Tower Site has access to public utilities to the extent necessary for Seller's operation of the Station and, pursuant to rights granted under the Real Property Agreement, access to a public street. To the knowledge of Seller, Seller's use of the Tower Site is in compliance in all material respects with all applicable laws (other than Environmental Laws, which are addressed in Section 3.11), including zoning, land use and building code laws, ordinances and regulations necessary to conduct the operations of the Station as conducted prior to the date hereof; and, to Seller's knowledge, the transactions contemplated by this Agreement could not reasonably be expected to result in the revocation of any permit or variance. To Seller's knowledge, no portion of the Tower Site is the subject of, or affected by, any condemnation or eminent domain proceedings currently instituted or pending, and to the knowledge of Seller, no such proceedings are threatened. All antenna structures located on the Tower Site that are required to be registered with the FCC have been so registered, and such structures comply in all material respects with the painting and lighting requirements promulgated by the Federal Aviation Administration.

3.11. **Environmental Matters.** Except for such instances of non-compliance that do not and could not be reasonably expected to have a material adverse effect on the operations of the Station, taken as a whole, Seller is in compliance with all applicable Environmental Laws. Seller has not received any communication (written or oral) from any governmental authority that alleges that Seller's operation of the Station is not in compliance with the Environmental Laws, and to the knowledge of Seller, there are no circumstances that may prevent or interfere with Seller's compliance in the future. For the purposes of this Agreement, "Environmental Laws" means all federal, state, local, and foreign laws and regulations as in effect on the date hereof or the Closing Date relating to pollution or protection of human health or the environment (including without limitation, ambient air, surface water, ground water, wetlands, land surface, subsurface strata, and indoor and outdoor workplace), including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act, as amended, and the Clean Air Act, as amended.

3.12. **Taxes.** Seller has paid and discharged all taxes, assessments, excises and other levies relative to the Assets, which if due and not paid, would interfere with Buyer's full use of the Assets conveyed hereunder, excepting such taxes, assessments and other levies which will not be due until the Closing Date or which will be prorated between Seller and Buyer.

4. **REPRESENTATIONS AND WARRANTIES BY BUYER.** Buyer represents, warrants and covenants to Seller as follows:

4.1. **Organization and Standing.** Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin, and is duly qualified to do business there. Buyer has all requisite power and corporate authority to enter into, execute and deliver this Agreement and the Collateral Agreements, and to perform and comply with all of the terms, covenants and conditions to be performed or complied with by Buyer in this Agreement and the Collateral Agreements, and to consummate the transactions contemplated by this Agreement and the Collateral Agreements.

4.2. **Authorization.** The execution, delivery and performance of this Agreement and of the Collateral Agreements, and the consummation of the transactions contemplated by this Agreement and the Collateral Agreements, have been duly and validly authorized by all necessary actions on the part of Buyer. This Agreement constitutes, and upon execution and delivery the Collateral Agreements will constitute, valid and binding agreements and obligations of Buyer, enforceable in accordance with their respective terms, except as the enforceability hereof may be affected by bankruptcy, insolvency or similar laws affecting generally creditors' rights or by court applied equitable remedies.

4.3. **No Conflicts or Breach; Consents.** The execution, delivery and performance by Buyer of this Agreement and the Collateral Agreements, the fulfillment and compliance with the respective terms and provisions of this Agreement and the Collateral Agreements, and the consummation of the transactions contemplated in this Agreement and the Collateral Agreements will not: (i) conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of Buyer's charter and by-laws; (ii) conflict with

or constitute a violation of (with or without the giving of notice or the lapse of time or both), any law, ordinance, regulation, order, award, judgment, injunction or decree of legislative body, court, governmental or regulatory authority or arbitrator which is to or relates to Buyer or any of Buyer's operations or assets; or (iii) violate or conflict with, constitute a default under, result in a breach, acceleration or termination of any provision of, require the consent of any third party under, any agreement, instrument, license or permit to which Buyer is a party or by which Buyer may be bound, such that Buyer could not acquire the Assets pursuant to the terms of this Agreement or operate the Station after Closing.

4.4. **Governmental Consents.** Except for receipt of the FCC Consent, neither the execution and delivery of this Agreement by Buyer nor the consummation by Buyer of the transactions contemplated hereby, nor compliance by Buyer with any provisions of this Agreement or the Collateral Agreements will require any filing with, or the obtaining of any permit, authorization, consent or approval of, any governmental or regulatory authority.

4.5. **Qualifications.** Buyer is not aware of any facts which would, under present law (including the Communications Act of 1934, as amended) and present rules, regulations, policies and practices of the FCC, form the basis for a determination by the FCC that Buyer is not qualified to become the licensee of the Station, the assignee of the FCC Licenses and the owner and/or operator of the Station or the Assets; and Buyer will not take, or unreasonably fail to take, any action which would cause such non-qualification.

4.6. **Funding.** Buyer has cash available or has existing borrowing facilities which, together with its available cash, are sufficient to enable it to consummate the transactions contemplated by this Agreement and pay all related fees and expenses for which Buyer will be responsible and will, from time to time, provide assurances and information to Seller as shall reasonably be requested by Seller that it will have such financial capability on the Closing Date.

4.7. **Litigation.** Except for administrative rule making or other proceedings of general applicability to the broadcast industry, there is no action, suit, investigation, claim, arbitration, litigation or proceeding pending or, to the knowledge of Buyer, threatened against Buyer that would adversely affect Buyer's ability to carry out its obligations under this Agreement or the Collateral Agreements.

5. **APPLICATION FOR FCC CONSENT.** As promptly as practicable after the date hereof, but no later than ten (10) business days after the date hereof, Seller and Buyer shall take all steps reasonably necessary to file and shall participate in the filing of an application with the FCC requesting its consent to the assignment of the FCC Licenses for the Station from Seller to Buyer (the "**FCC Application**"). Seller and Buyer will diligently take and fully cooperate in the taking of, all necessary and proper steps, and provide any additional information reasonably requested in order to obtain promptly the requested consent and approval of the FCC Application; provided that neither Party shall have any obligation to take any steps that could have a material adverse effect on such Party or the operation of the Station to satisfy complainants, if any, or to participate in any evidentiary hearing.

6. **TERMINATION; EFFECTS OF TERMINATION.**

6.1. **Termination.** This Agreement may be terminated and the transactions contemplated hereby may be abandoned as follows:

- (a) By mutual written consent of Seller and Buyer;
- (b) By Seller or Buyer if the Closing shall not have occurred within twelve (12) months of the date of this Agreement (unless extended by the Parties' mutual agreement); provided, however, that the right to terminate this Agreement under this Section 6.1(b) shall be suspended as to any Party whose failure to fulfill any material obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur prior to such date, until the tenth (10th) day after such failure has been cured;
- (c) By Buyer if the FCC issues a non-appealable order in connection with the FCC Application, with conditions which are materially adverse to Buyer or which materially diminish the operating rights with respect to the Station (except for such conditions that are accepted by Buyer in writing);
- (d) By Buyer or Seller as set forth in Section 15;
- (e) By Seller or Buyer if any court of competent jurisdiction in the United States or other United States governmental body shall have issued an order, decree or ruling, taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated hereby;
- (f) By Seller, upon notice to Buyer, upon a material breach of any representation, warranty or covenant of Buyer contained in this Agreement, provided (i) that Seller is not then in default of any of its obligations under this Agreement, and (ii) that such breach is not cured within thirty (30) days after the giving of written notice thereof by Seller to Buyer ("**Buyer's Cure Period**"); provided however, if such breach cannot be reasonably cured within Buyer's Cure Period and Buyer promptly commences diligent efforts to cure, then Buyer's Cure Period shall be extended so long as Buyer continues such diligent efforts, but not beyond the latest date that the Closing Date could occur under Section 12.1 if such breach never occurred; and
- (g) By Buyer, upon notice to Seller, upon a material breach of any representation, warranty or covenant of Seller contained in this Agreement, provided (i) that Buyer is not then in default of any of its obligations under this Agreement, and (ii) that such breach is not cured within thirty (30) days after the giving of written notice thereof by Buyer to Seller ("**Seller's Cure Period**"); provided however, if such breach cannot be reasonably cured within Seller's Cure Period and Seller promptly commences diligent efforts to cure, then Seller's Cure Period shall be extended so long as Seller continues such diligent efforts, but not beyond the latest date that the Closing Date could occur under Section 12.1 if such breach never occurred.

Any termination of this Agreement pursuant to this Section 6.1 shall be made by written notice of termination following the occurrence of the applicable event.

6.2. Effects of Termination.

(a) If this Agreement is terminated pursuant to Sections 6.1(a) through 6.1(e), neither Party shall have any liability to the other; this Agreement in its entirety shall be deemed null, void and of no further force and effect (except for the provisions of Sections 7.3, 8.1, 19 and 21, which shall survive such termination), and the Parties shall jointly instruct the Escrow Agent to release the Escrow Deposit plus any accrued interest to Buyer pursuant to the terms of the Escrow Agreement.

(b) If Seller terminates this Agreement pursuant to Section 6.1(f), then Seller shall be entitled to receive the Escrow Deposit plus any accrued interest pursuant to the terms of the Escrow Agreement as liquidated damages and not as a penalty ("**Liquidated Damages Amount**"), and receipt of such amount shall be Seller's sole remedy at law or in equity for Buyer's breach if the Closing does not occur. Buyer and Seller agree that the Liquidated Damages Amount is reasonable in light of the anticipated harm which will be caused by Buyer's breach of this Agreement, the difficulty in proving a certain loss, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy and the value of the transactions to be consummated hereunder. If Seller is entitled to the Liquidated Damages Amount, Buyer shall take such actions as are required to effect its payment to Seller pursuant to the Escrow Agreement.

(c) If Buyer terminates this Agreement pursuant to Section 6.1(g), in addition to any other remedy to which it may be entitled at law or in equity, Buyer shall be entitled to receive the Escrow Deposit plus any accrued interest pursuant to the terms of the Escrow Agreement.

7. COVENANTS AND AGREEMENTS OF SELLER. Seller covenants and agrees with Buyer as follows:

7.1. Negative Covenants. Except as otherwise contemplated by this Agreement, pending and prior to the Closing, Seller shall not without the prior written approval of Buyer do or agree to do any of the following in connection with Seller's operation of the Station:

(a) Dispositions. Sell, assign, lease or otherwise transfer or dispose of any Asset, other than dispositions in the ordinary course of business;

(b) Contracts. Enter into any contracts, leases, commitments, understandings, licenses, or other agreements relating exclusively to the Station or incur any obligation or liability (contingent or absolute) relating exclusively to the Station; provided, however, that Seller may enter into such other contracts, leases, commitments, understandings, licenses or other agreements in the ordinary course of business at the Station consistent with Seller's past business practices at the Station and with customary practices in the radio broadcast

industry, so long as such contracts, leases, commitments understandings, licenses or other agreements are terminable by Seller prior to the Effective Time (as defined in Section 12.1) without further liability therefor;

(c) Material Adverse Actions. Do or omit to do any act (or permit such action or omission) which would be reasonably expected to have a material adverse effect on the Assets;

(d) Actions Affecting Licenses, Other Authorizations. Take any action that would be reasonably expected to jeopardize the validity or enforceability of or rights under the FCC Licenses or the Other Authorizations; and

(e) Encumbrances. Mortgage, pledge or subject any of the Assets to any Encumbrance other than a Permitted Encumbrance.

7.2. Affirmative Covenants. Pending and prior to the Closing Date, Seller shall:

(a) Preserve Existence. Preserve its existence intact as of the Closing Date;

(b) Compliance with FCC Rules and Regulations. In connection with Seller's operation of the Station, comply in all material respects with all applicable rules and regulations of the FCC and with all material rules and regulations of any other governmental authority having jurisdiction over the Seller in connection with its operation of the Station;

(c) Access. Upon reasonable notice, give Buyer and Buyer's authorized representatives reasonable access to the Tower Site and the Assets;

(d) Violations. If Seller receives notice of or becomes aware of any material violation with respect to or affecting the FCC Licenses or the Other Authorizations, Seller shall notify Buyer and use commercially reasonable efforts to correct all such violations prior to the Closing; and

(e) Notification. Notify Buyer of any complaints, investigations, hearing or any material litigation pending or threatened against Station or any material damage to or destruction of any assets included or to be included in the Assets.

(f) Lessor Consent. Take reasonable efforts, in coordination with Buyer, to obtain the consents required for the assignment of the Real Property Agreement to Buyer as of the Closing (the "Lessor Consent");

7.3. Confidentiality. Seller will maintain strict confidentiality with respect to all Buyer Confidential Information (as hereinafter defined) furnished to Seller by or on behalf of Buyer except to the extent required by law or court order. In the event this Agreement is terminated, Seller will return to Buyer all documents, drafts, work papers, and other material prepared or furnished by Buyer relating to the transactions contemplated hereunder which contain

or otherwise reflect Buyer Confidential Information, whether obtained before or after the execution of this Agreement. As used herein the term "**Buyer Confidential Information**" shall mean non-public, confidential or proprietary information that Buyer or its representatives make available to Seller or their representatives in connection with the transactions contemplated by this Agreement, other than information that (i) is, at the time of disclosure to Seller, already in the possession of Seller; (ii) is or becomes generally available to the public other than as a result of a breach of this Agreement by Seller or their representatives; (iii) becomes available to Seller on a non-confidential basis from a source other than the Buyer or its representatives, provided that such source is not to Seller's knowledge bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to Buyer; (iv) is disclosed by Buyer or its representatives to other unaffiliated persons without confidentiality undertakings; or (v) is independently developed by Seller.

8. **COVENANTS AND AGREEMENTS OF BUYER.** Buyer covenants and agrees with Seller as follows:

8.1. **Confidentiality.** Buyer will maintain strict confidentiality with respect to all Seller Confidential Information (as hereinafter defined) furnished by or on behalf of Seller except to the extent required by law or court order. In the event this Agreement is terminated, Buyer will return to Seller all documents, drafts, work papers, and other material prepared or furnished by Seller relating to the transactions contemplated hereunder, whether obtained before or after the execution of this Agreement, which contain or otherwise reflect Seller Confidential Information. As used herein the term "**Seller Confidential Information**" shall mean non-public, confidential or proprietary information that Seller or their representatives make available to Buyer or its representatives in connection with the transactions contemplated by this Agreement, other than information that (i) is, at the time of disclosure to Buyer, already in the possession of Buyer; (ii) is or becomes generally available to the public other than as a result of a breach of this Agreement by Buyer or its representatives; (iii) becomes available to Buyer on a non-confidential basis from a source other than the Seller or their representatives, provided that such source is not to Buyer's knowledge bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to Seller; (iv) is disclosed by Seller or their representatives to other unaffiliated persons without confidentiality undertakings; or (v) is independently developed by Buyer.

8.2. **Negative Covenants.** Pending and prior to the Closing Date, Buyer will not take, or fail to take, any action that could be reasonably expected to disqualify Buyer as an assignee of the Licenses, or as owner or operator of the Station and the Assets.

8.3. **Corporate Action.** Prior to the Closing, Buyer shall (i) take all necessary corporate action under federal law and under the law of any state having jurisdiction over Buyer to effectuate the transactions contemplated by this Agreement and (ii) notify Seller of any litigation or administrative proceeding pending or, to Buyer's knowledge, threatened against Buyer that challenges the transactions contemplated hereby.

8.4. **Qualifications.** In the event Buyer becomes aware of any facts or circumstances that might cause it to become unqualified to hold the FCC License for the Station,

it will promptly notify Seller in writing thereof and use its reasonable best efforts to prevent and/or cure any such non-qualification or disqualification.

8.5. **Lessor Consent.** Buyer shall take reasonable efforts, in coordination with Seller, to obtain the Lessor Consent.

9. INTENTIONALLY DELETED

10. **CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE.** The obligations of Buyer to purchase the Assets and to proceed with the Closing are subject to the satisfaction at or prior to the Closing of each of the following conditions (unless waived in writing by Buyer):

10.1. **Representations and Covenants.** The representations and warranties of Seller made herein or in any schedule, agreement or instrument called for hereunder shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date as though such representations and warranties were made on and as of such date; Seller shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Seller prior to the Closing.

10.2. **Legal Proceedings.** No proceeding by or before any governmental authority shall have been instituted (and not subsequently dismissed, settled or otherwise terminated) which would (a) restrain, prohibit or invalidate the transactions contemplated by this Agreement, or (b) impose material restrictions, limitations or conditions with respect to Buyer's ownership of the Station or the Assets, other than an action or proceeding that is instituted or threatened by Buyer or is solicited or encouraged by, or instituted as a result of any act or omission of Buyer.

10.3. **FCC Consent.** The FCC shall have granted the FCC Consent without any conditions or modifications which are materially adverse to Buyer's operation of the Station or which materially diminish the rights of a licensee with respect to the Station (except for any such conditions that are accepted by Buyer in writing), and the FCC Consent shall have become a "Final Order," meaning a written action or order issued by the FCC evidencing the FCC Consent which has not been reversed, stayed, enjoined, set aside, annulled or suspended, with respect to which no timely request for administrative or judicial review, stay, petition for rehearing or appeal or *sua sponte* action of the FCC with comparable effect is pending and as to which the time for filing any such request, petition or appeal or for the taking of any such *sua sponte* action by the FCC has expired.

10.4. **Lessor Consent.** The Lessor Consent shall have been received.

11. **CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE.** The obligations of Seller to sell, transfer, convey and deliver the Assets and to proceed with the Closing are subject to the satisfaction at or prior to the Closing of each of the following conditions (unless waived in writing by Seller):

11.1. **Representations and Covenants.** The representations and warranties of Buyer made herein or in any agreement or instrument called for hereunder shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date as though such representations and warranties were made on and as of such date; and Buyer shall have performed and complied in all material respects with all covenants and agreements required to be performed or complied with by Buyer prior to the Closing.

11.2. **Legal Proceedings.** No proceeding by or before any governmental authority shall have been instituted or threatened in a writing to Buyer or Seller (and not subsequently dismissed, settled or otherwise terminated) which would restrain, prohibit or invalidate the transactions contemplated by this Agreement, other than an action or proceeding that is instituted or threatened by Seller or is solicited or encouraged by, or instituted as a result of any act or omission of Seller.

11.3. **FCC Consent.** The FCC shall have granted the FCC Consent without any conditions or modifications which, in Seller's reasonable judgment, are materially adverse to Seller and no complaint, petition, protest, appeal, request or other filing is pending or, based upon Seller's reasonable determination, threatened with respect to the FCC Consent.

11.4. **Lessor Consent.** The Lessor Consent shall have been received.

12. **THE CLOSING; CLOSING DATE.**

12.1. **Closing.** The closing of the sale and purchase of the Assets as contemplated hereby (the "Closing") shall be held on a date to be agreed upon by Buyer and Seller, but in no event more than three (3) business days following the date upon which the conditions to Closing under Sections 10.3, 10.4 and 11.4 have been fulfilled or waived (the "Closing Date"). The effective time of the Closing shall be 12:01 a.m. local time on the Closing Date (the "Effective Time"). The Closing shall be held at noon Pacific time on the Closing Date, with all documents that are to be delivered by Buyer and Seller at the Closing to be delivered to the other Party's respective counsel prior to such time, and held in escrow by such counsel until the Closing is effected.

12.2. **Delivery by Seller.** At or before the Closing, Seller shall deliver to Buyer:

(a) **Transfer Documents.** An assignment of the Real Property Agreement, a bill of sale conveying to Buyer the tangible personal property set forth on Schedule 1.1(b), an assignment of the FCC Licenses and the Other Authorizations, and such other instruments and documents as Buyer may reasonably request to cause release of the Escrow Deposit and effectuate the transfer of the Assets to Buyer, in each case in form sufficient to transfer and convey to Buyer title (of the quality provided for in this Agreement) to the Assets held by Seller as of the Closing Date;

(b) **Officer Certificate.** A certificate of Seller signed by a manager or officer of Seller certifying that the representations and warranties of Seller made herein were true

and correct in all material respects as of the date of this Agreement and are true and correct in all material respects as of the Closing Date, and that Seller has performed and complied in all material respects with all covenants and agreements required to be performed or complied with by such Seller on or prior to the Closing Date;

12.3. **Delivery by Buyer.** At or before the Closing, Buyer shall deliver to Seller:

(a) **Purchase Price Payment.** The Purchase Price in cash, less the Escrow Deposit, by wire transfer in immediately available funds pursuant to wire instructions that Seller shall deliver to Buyer at least two (2) business days prior to the Closing;

(b) **Transfer Documents.** Such instruments and documents as Seller may reasonably request to cause release of the Escrow Deposit and effectuate the transfer of the Assets to Buyer, in each case in form sufficient to transfer and convey to Buyer title (of the quality provided for in this Agreement) to the Assets held by Seller as of the Closing Date;

(c) **Officer Certificate.** A certificate of Buyer signed by an officer or manager of Buyer certifying that the representations and warranties of Buyer made herein were true and correct in all material respects as of the date of this Agreement and are true and correct in all material respects as of the Closing Date, and that Buyer has performed and complied in all material respects with all covenants, and agreements required to be performed or complied with by Buyer prior to the Closing Date; and

(d) **Assumption Agreements.** One or more agreements assuming Seller's obligations under the FCC Licenses and the Real Property Agreement.

13. **ADJUSTMENTS.** All income and expenses arising from the operation of the Station and effecting the Assets shall be prorated or allocated in cash between Buyer and Seller (the "Adjustment") as of the Effective Time in accordance with the principle that Seller shall receive all revenue and be responsible for all expenses allocable to the period prior to the Effective Time, and Buyer shall receive all revenue and be responsible for all expenses allocable to the period after the Effective Time. Such allocations shall include property taxes, utility expenses arising from the operation of the Assets and other similar items. A statement of all such allocations, and of the net amount due from one Party to the other as a result thereof, shall be prepared by Buyer and delivered to Seller within sixty (60) days following the Closing (the "Adjustment Closing"). In the event of any dispute regarding the Adjustment, the amounts not in dispute shall be paid promptly after submission of such statement, and such disputes shall be resolved by an independent certified public accountant mutually acceptable to the Parties, the fees and expenses of whom shall be paid one-half by Seller and one-half by Buyer.

14. **POSSESSION AND CONTROL.** Between the date of this Agreement and the Closing, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct, the operation of the Station, and such operation, including complete control and supervision of all Station programming, personnel and finances, shall be the sole responsibility of Seller; provided, however, Buyer shall be entitled to inspect the Assets as

provided in Section 7.2 with the purpose that an uninterrupted and efficient transfer of ownership may be accomplished. On and after the Closing Date, Seller shall have no control over, or right to intervene or participate in, the operation of the Station, but Buyer will give Seller reasonable access to the books and records included in the Assets relating to the Station's operations prior to the Closing.

15. **RISK OF LOSS.**

15.1. The risk of loss or damage by fire or other casualty or cause to the Assets until the Closing shall be borne by Seller. In the event of a "material" (as defined in Section 15.2) loss or damage prior to the Closing, Seller shall notify Buyer within fifteen (15) business days after the occurrence of such material loss or damage that Seller either (a) elects to promptly restore, replace or repair the damaged assets to their previous condition at Seller's sole cost and expense (a "**Restoration Election**") or (b) makes an offer to reduce the purchase price to reflect Seller's estimate of the reduction in value caused by such material loss or damage ("**Reduction Offer**"). Within ten (10) business days after receiving Seller's notice (or if Seller fails to provide any notice), Buyer shall have the right to (x) terminate this Agreement, (y) accept the Reduction Offer, in which case the Purchase Price shall be so reduced and the Closing shall proceed as set forth in this Agreement, or (z) if Seller makes a Restoration Election, defer the Closing Date until such restorations, replacements or repairs are made (provided that no such deferral shall affect the rights of the Parties to terminate this Agreement pursuant to Section 6). If Buyer defers the Closing Date and (i) if, on the date which would have been the Closing Date if no loss or damage had occurred or within thirty (30) days after the date which would have been the Closing Date (if, but only if, such loss or damage occurs within thirty (30) days prior to such date which would have been the Closing Date), Seller has not commenced, or made arrangements for, restoration, replacement or repair, or (ii) if, one hundred twenty (120) days after the event of such loss or damage, such restoration, replacement or repair is not completed, Buyer may, at its sole option, terminate this Agreement by written notice to Seller.

15.2. For purposes of this Section 15 only, loss or damage shall be deemed "material" if the cost to repair, replace, or restore the lost or damaged Assets exceeds Fifty Thousand Dollars (\$50,000) or if it would prevent Station from operating at its full licensed parameters for longer than 48 hours. In the event of a loss or damage to the Assets prior to the Closing that does not qualify as material hereunder, the Purchase Price shall be reduced by the cost to repair, replace or restore the lost or damaged Assets; provided however, that nothing in this Section 15 shall affect Buyer's rights under Section 10.

15.3. If the Parties are unable to agree upon the extent of any loss or damage, the cost to repair, replace or restore any lost or damaged property, the adequacy of any repair, replacement, or restoration of any lost or damaged property, or any other matter arising under this Section 15, the disagreement shall be referred to a qualified member of the Association of Federal Communications Consulting Engineers mutually acceptable to Seller and Buyer whose decision shall be final, and whose fees and expenses shall be paid one-half by Seller and one-half by Buyer.

16. **SURVIVAL; INDEMNIFICATION.**

16.1. **Survival of Representations.** All representations, warranties, covenants and agreements made by any Party shall survive the Closing for a period of twelve (12) months after the Closing Date (the "Warranty Period"), except that as to any representation or warranty of Buyer or Seller as to (i) such party's qualification and authority to consummate the transactions contemplated hereby, (ii) Seller's title to the Assets, or (iii) any tax obligation of Seller, the Warranty Period shall be seven years. The Warranty Period shall be unaffected by (and shall not be deemed waived by) any investigation, audit, appraisal, or inspection at any time made by or on behalf of any Party. Any claim for indemnification shall be submitted by the party claiming indemnification prior to the expiration of the applicable Warranty Period. Any claims for indemnification made by a Party in accordance with this Section 16 prior to the expiration of the applicable Warranty Period shall survive and shall not be extinguished by the expiration of such period.

16.2. **Indemnification by Seller.** Subject to the conditions and provisions of this Section 16.2 and Section 16.4 and commencing at the Closing, Seller agrees to indemnify, defend and hold harmless Buyer, its subsidiary, related and affiliated companies, from and against all claims, actions, causes of action, suits, losses, damages, liabilities, costs and expenses (including with respect to Claims (as defined below) only, reasonable attorneys' fees and disbursements) (collectively "Losses") asserted against, imposed upon or incurred by Buyer, directly or indirectly, by reason of or resulting from: (a) any liability or obligation of or claim against Seller not expressly assumed by Buyer hereunder or under any Collateral Agreement; or (b) any Claims and involving events or circumstances occurring prior to the Closing Date, arising out of, relating to or resulting from the from the Assets or Seller's business or its operation of the Station; or (c) any misrepresentation or breach of the representations and warranties of Seller contained in or made pursuant to this Agreement. With respect to indemnity claims arising pursuant to subsection (c) above, Buyer shall be entitled to indemnification from Seller under such subsection only to the extent that the aggregate of all indemnity payments that would otherwise be payable to Buyer hereunder exceeds Fifty Thousand Dollars (\$50,000) at which time only claims in excess of \$50,000 shall be recoverable; provided, however, that in no event shall Seller's aggregate liability under subsection (c) above exceed the Purchase Price.

16.3. **Indemnification by Buyer.** Subject to the conditions and provisions of this Section 16.3 and Section 16.4 commencing at the Closing, Buyer hereby agrees to indemnify, defend and hold harmless Seller, its subsidiary, related and affiliated companies from and against all Losses asserted against, imposed upon or incurred by Seller, directly or indirectly, by reason of or resulting from: (a) any Claims involving events or circumstances occurring on or after the Closing Date arising out of, relating to or resulting from the Assets or Buyer's business or its operation of the Station; (b) the Assumed Liabilities; or (c) any misrepresentation or breach of the representations and warranties of Buyer contained in or made pursuant to this Agreement. With respect to indemnity claims arising pursuant to subsection (c) above, Seller shall be entitled to indemnification from Buyer under such subsection only to the extent that the aggregate of all indemnity payments that would otherwise be payable to Seller hereunder exceeds Fifty Thousand Dollars (\$50,000) at which time only claims in excess of \$50,000 shall be recoverable; provided,

however, that in no event shall Buyer's aggregate liability under subsection (c) above exceed the Purchase Price.

16.4. Conditions of Indemnification. The obligations and liabilities of Seller and of Buyer hereunder with respect to their respective indemnities pursuant to this Section 16, resulting from any claim or other assertion of liability by third parties ("**Claims**"), shall be subject to the following terms and conditions:

(a) The Party seeking indemnification (the "**Indemnified Party**") must give the other Party (the "**Indemnifying Party**") notice of any such Claim promptly after the Indemnified Party receives notice thereof; provided that the failure to notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that it may have to the Indemnified Party except to the extent that the Indemnifying Party demonstrates that the defense of such action is prejudiced by the Indemnified Party's failure to give such notice. Any notice of a Claim shall be accompanied by evidence demonstrating the Indemnified Party's right or possible right to indemnification, including copies of supporting documents relevant thereto.

(b) The Indemnifying Party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense of such Claim.

(c) In the event that the Indemnifying Party shall elect not to undertake such defense, or within ten (10) business days after notice of any such Claim from the Indemnified Party shall fail to defend, the Indemnified Party (upon further written notice to the Indemnifying Party) shall have the right to undertake the defense, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the Indemnifying Party (subject to the right of the Indemnifying Party to assume defense of such Claim at any time prior to settlement, compromise or final determination thereof).

(d) Notwithstanding anything in this Section 16.4 to the contrary: (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right, at its own cost and expense, to participate in the defense, compromise or settlement of the Claim; (ii) the Indemnifying Party shall not, without the Indemnified Party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such Claim; and (iii) in the event that the Indemnifying Party undertakes defense of any Claim, the Indemnified Party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the Indemnifying Party and its counsel or other representatives concerning such Claim and the Indemnifying Party and the Indemnified Party and their respective counsel or other representatives shall cooperate with respect to such Claim.

(e) With respect to a Claim under Section 16.2(c) for a misrepresentation or breach of the representations and warranties of Seller, Buyer shall take commercially reasonable efforts to enforce the terms of the Real Property Agreement whenever

applicable against the lessor in seeking restitution for its Losses; provided however, that Buyer's efforts shall not waive or relieve Seller of its obligations under Section 16.2 for such Losses so long as Buyer has otherwise complied with the provisions of Section 16.1 and this Section 16.4 with respect to such Claim.

(f) After the Closing, the rights of the Parties under this Section 16 shall be the sole and exclusive remedy of the Parties for the matters described in Sections 16.2 and 16.3; provided however, that the foregoing limitation shall not apply to fraud.

17. **SPECIFIC PERFORMANCE.** Seller acknowledges that the Assets to be sold and delivered to Buyer pursuant to this Agreement are unique and that Buyer has no adequate remedy at law if Seller shall fail to perform its obligations to proceed to the Closing hereunder. Buyer shall therefore be entitled, in addition to any other remedies that may be available to it, to obtain specific performance of the terms of this Agreement prior to Closing. If any action is brought by Buyer to enforce this Agreement prior to Closing, Seller shall waive the defense that there is an adequate remedy at law.

18. **FURTHER ASSURANCES.** Each of the Parties agrees that it will, at any time, prior to, at or after Closing, take or cause to be taken such further actions, and execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and obtain such consents, as may reasonably be necessary or reasonably requested in connection with the consummation of the purchase and sale contemplated by this Agreement or in order to fully effectuate the purposes, terms and conditions of this Agreement. In the event that Buyer receives any correspondence, checks or other remittances on or after the Closing Date in respect of the accounts receivable retained by Seller as part of the Excluded Assets, Buyer shall promptly deliver over to Seller all such correspondence, checks and other remittances. In the event that Seller receives any correspondence, checks or other remittances on or after the Closing Date in respect of the accounts receivable of Buyer or Buyer's operation of the Station or the Assets, Seller shall promptly deliver over to Buyer all such correspondence, checks and other remittances.

19. **PUBLIC ANNOUNCEMENTS.** On and after the date hereof and through the Closing Date, the Parties shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, and neither Party shall issue any press release or make any public statement prior to obtaining the other Party's written approval, which approval shall not be unreasonably withheld, except that no such approval shall be necessary in connection with the FCC Application or to the extent disclosure may be required by applicable Law or any securities exchange listing agreement.

20. **BROKERS.** Each of Seller and Buyer represents to the other that it has not retained any broker or person in connection with the transactions contemplated by this Agreement except William B. Schutz, for whom Seller shall be solely responsible for any fees or commissions. Seller agrees to indemnify Buyer against any claims asserted against the other Party for any such fees or commissions by any person purporting to act or to have acted for or on

behalf of the indemnifying party. Notwithstanding any other provision of this Agreement, this representation and warranty shall survive the Closing Date without limitation.

21. **EXPENSES.** Except as otherwise provided in this Section 21, each Party shall pay its own expenses incurred in connection with this Agreement and in the preparation for and consummation of the transactions provided for herein. Buyer shall pay any fees assessed by the FCC in connection with the filings contemplated by this transaction, and Seller shall reimburse Buyer 50% of such fees at the Closing or upon termination of this Agreement. Buyer shall be responsible for all state and local sales or use, stamp or transfer, grant and other similar taxes payable in connection with the consummation of the transactions contemplated by this Agreement. Seller and Buyer will cooperate with each other to minimize such taxes.

22. **SCHEDULES AND EXHIBITS.** Any item set forth on or in any Schedule or Exhibit to this Agreement shall be incorporated by reference into this Agreement. Any information disclosed in any Schedule shall be deemed to have been disclosed pursuant to all other Schedules to this Agreement.

23. **NOTICES.** All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Agreement shall be in writing and shall be (i) hand-delivered, (ii) delivered via nationally recognized overnight delivery service (e.g., FedEx, UPS) or (iii) transmitted via email or facsimile (with simultaneous "read receipt," machine-generated receipt confirmation, or other delivery confirmation), in each case addressed as follows:

If to Seller:

Radio Disney Group, LLC
13725 Montfort Drive
Dallas, Texas 75240
Attention: Drew Korzeniewski, General Manager
Email: drew.korzeniewski@abc.com

with a copy (which shall not constitute notice) to:

The Walt Disney Company
500 South Buena Vista Street
Burbank, California 91521-0194
Attention: Matthew L. McGinnis
Email: matthew.mcginis@abc.com

(ii) If to Buyer:

Starboard Media Foundation, Inc.
1496 Bellevue, Suite 202
Green Bay WI, 54311
Attention: Amy Vanden Langenberg
Email: avanden@relevantradio.com

with a copy (which shall not constitute notice) to:

Denise B. Moline, Esq.
358 Pines Blvd.
Lake Villa, IL 60046-6600
Email: dbmoline@comcast.net

or such other address or facsimile number as the respective addressee may indicate by written notice. Each notice, demand, request or communication which shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (the delivery receipt, the affidavit of messenger, the email read receipt or the facsimile machine generated transmission report being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is intentionally refused by the named addressee upon presentation.

24. **WAIVER.** Except as otherwise provided in this Agreement, no delay or failure on the part of any Party in exercising any right, power or privilege under this Agreement or under any other instrument or document given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of any such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any Party unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

25. **ASSIGNMENT AND BENEFIT.** Except with the written consent of the other Party, no Party shall assign this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the non-assigning party; and any purported assignment contrary to the terms hereof shall be null, void and of no force and effect. In no event shall any assignment by either Party of its respective rights and obligations under this Agreement, whether before or after the Closing, release that Party from its liabilities hereunder. No person or entity other than the Parties is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the Parties, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties or their respective successors and assigns as permitted hereunder.

26. **CONSTRUCTION.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York, excluding the conflicts of law principles

thereof. Any reference to an article, section or subsection shall be to a provision of this Agreement, unless specifically stated otherwise.

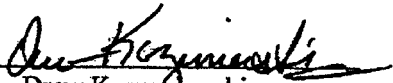
27. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement, including the Schedules and Exhibits hereto and other instruments and documents referred to or delivered, contain the entire agreement among the Parties with respect to the subject matter and supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. No amendment, modification or discharge of this Agreement shall be valid or binding unless in writing and executed by Buyer and Seller.

28. **HEADINGS.** The headings of the sections and subsections contained in this Agreement are inserted for convenience only and do not form a part or affect the meaning, construction or scope of the sections and subsections.

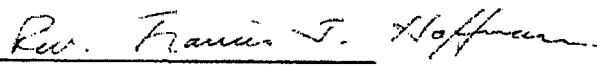
29. **SIGNATURES.** This Agreement and the Collateral Agreements may be executed by facsimile or electronically delivered signature, which shall constitute an original signature for all purposes. This Agreement may be executed in separate counterparts, none of which need contain the signature of all Parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, all of the Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered in its name on its behalf, all as of the day and year first above written.

RADIO DISNEY GROUP, LLC

By: 
Drew Korzeniewski
Vice President and General Manager

STARBOARD MEDIA FOUNDATION, INC.

By: 
Fr. Francis Hoffman
Executive Director

Schedule 1.1(c)

FCC Licenses and Other Authorizations

- Broadcast License (FCC File # BR 2012 0731 AQP), granted on September 23, 2012 and expiring on December 1, 2020.
- Notification of Suspension of Operations / Request for Silent STA (FCC File # BLSTA 2013 1021 AIY) accepted for filing on October 22, 2013.

Schedule 1.2

Excluded Assets

Redacted

Schedule 2.4

Allocation of Purchase Price

Redacted

Schedule 3

Exceptions to Seller's Representations

none

